CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

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January 10, 2017

ADDENDUM #1

INVITATION FOR BID #17-46

SUPPLY & DELIVER SCHOOL BUS TRANSPORTATION SERVICES TO NEWTON PUBLIC SCHOOLS

THIS ADDENDUM IS TO: To amend Invitation For Bid 17-46 (IFB) to allow for a partial alternate storage location for buses within 25 miles of the City of Newton, as follows:

1. The second paragraph of the section entitled "<u>Facilities</u>" at p. 40 of the IFB is amended to read in its entirety as follows:

The Contractor's bus storage yard must be located in Newton or in a city or town contiguous, i.e., in close proximity to Newton (see Section 8.6 at p. 55 below), provided however, that the Contractor may satisfy this location requirement by maintaining a smaller bus storage yard to house no fewer than 10 emergency back-up buses in the City of Newton or a contiguous town, in which case the Contractor may house the remainder of its buses at a main bus yard outside of the City of Newton, as long as that yard is no more than 25 miles away from the City of Newton's city limits and provided further, that the City of Newton has given its written approval of both proposed bus yard locations. In addition, the Contractor must have access to sufficient garage/maintenance facilities and fulltime mechanics to ensure timely repairs so as not to disrupt transportation services (see Section 8.5 at p.56 below). The successful bidder shall, within thirty (30) days of the contract award, provide the City with the address(es) of the bus storage yard and garage along with proof of the lease(s). The City reserves the right to reject the proposed site. Notwithstanding the foregoing, Contractor and the City agree that in the event that an acceptable site for garaging and maintaining the buses subject to this Contract is identified within City limits that would reduce the Contractor's costs, they shall negotiate any reasonable reductions to the Contract price. The parties agree to act in good faith and in a commercially reasonable manner to achieve an equitable modification, and agree that it would be to the mutual benefit of both to have buses garaged in the City rather than in some other municipality.

2. The first paragraph of the section 8.6 at p. 55 the IFB is amended to read in its entirety as follows:

The Contractor's bus storage yard must be located in Newton or in a city or town contiguous, i.e., in close proximity to Newton, <u>provided however</u>, that the Contractor may satisfy this location requirement by maintaining a smaller bus storage yard to house no fewer than 10 emergency back-up buses in the City of Newton or a contiguous town, in which case the

Contractor may house the remainder of its buses at a main bus yard outside of the City of Newton, as long as that yard is no more than 25 miles away from the City of Newton's city limits and <u>provided further</u>, that the City of Newton has given its written approval of both proposed bus yard locations.

All other terms and conditions of this bid remain unchanged.

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PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.

Thank you.

Nicholas Read

Chief Procurement Officer